

# **DIGITAL SUBSCRIBER LINE (DSL) SERVICE GUIDE**

## **REGULATIONS, RATES, AND CHARGES**

Applying to the Provision of DSL  
For Customers of  
Sandwich Isles Communications, Inc.

This DSL Service Guide does not include  
Internet Access, Content or any connections  
beyond the Telephone Company's central office.

Digital Subscriber Line Service Guide

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## Explanation of Abbreviations

ADSL	-	Asymmetric Digital Subscriber Line Access Service
CO	-	Central Office
CDP	-	Customer Designated Premises
CPE	-	Customer Premise Equipment
DSL	-	Digital Subscriber Line
Gbps	-	Gigabits per second
ISP	-	Internet Service Provider
LAN	-	Local Area Network
Mbps	-	Megabits per second
NIC	-	Network Interface Card
NID	-	Network Interface Device
SDSL	-	Symmetric Digital Subscriber Line Access Service
WPP	-	Wholesale Pricing Plan

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## **1. Application of Service Guide**

This Service Guide contains regulations, rates and charges applicable to the provision of Digital Subscriber Line (DSL) Services. These DSL services are provided to customers by Sandwich Isles Communications, Inc. hereinafter the "Telephone Company".

The provision of such services by the Telephone Company as set forth in this Service Guide does not constitute a joint undertaking with the customer for the furnishing of any service.

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### 1.1. Definitions

Certain terms used throughout this Service Guide are defined as follows:

- 1.1.1. Asymmetric Digital Subscriber Line Access Service (“ADSL”) Connection to the internet that allows for download speeds that are greater than the upload speeds.
- 1.1.2. Central Office (“CO”) The common carrier switching center in which trunks and/or loops are terminated and switched.
- 1.1.3. Customer Any individual, association, partnership, corporation, cooperative, trust or governmental agency, or other entity which utilizes the Services provided by the Telephone Company.
- 1.1.4. Customer Designated Premises (“CDP”) The location that is designated by the customer for the main purpose of connecting to Telephone Company’s service.
- 1.1.5. Digital Subscriber Line (“DSL”) Refers to the transfer of data over the same wires used for voice telephone service to connect to the Internet.
- 1.1.6. Force Majeure When an extraordinary event or circumstance beyond the control of the Telephone Company occurs and prevents fulfillment of obligations under the contract. Examples include, but are not limited to, war, strike, riot, crime, terrorist activities, or an event described by the legal term "act of God" (e.g., natural disaster such as, but not limited to, fire, flooding, storm, tornado, hurricane, earthquake, volcanic eruption).
- 1.1.7. Gigabit per second (“Gbps”) Widely used measure of data transfer speed. 1 Gbps is equal to 1 billion bits per second.
- 1.1.8. Internet Protocol (“IP”) The industry standard protocol or method by which data is sent from one computer to another on the Internet.

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- 1.1.9. Internet Service Provider (“ISP”) An organization that provides access to the Internet by providing a user name and password to the end user Internet customer.
- 1.1.10. Megabits per second (“Mbps”) Widely used measure of data transfer speed. 1Mbps is equal to 1 million bits per second.
- 1.1.11. Local Area Network (“LAN”) Refers to a group of computers and associated devices that all share a common communications line or wireless link.
- 1.1.12. Network Interface Card (“NIC”) Refers to the card that “physically” makes the connection between the computer and the network cable.
- 1.1.13. Network Interface Device (“NID”) Refers to the device that allows computers within a Local Area Network to interconnect to an outside network.
- 1.1.14. Symmetric Digital Subscriber Line Access Service (“SDSL”) Connection to the internet that allows for the same download and upload speeds.
- 1.1.15. Telecommunications The transmission of voice communications and subject to the capabilities of the service, the transmission of data, signaling, or any other form of intelligence.
- 1.1.16. Voice-Data Customers The provision of service over a line that also carries Telephone Company provided local exchange switched voice services to the customer premises.

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## 1.2. DSL Service Descriptions

### 1.2.1. Service Provisioning

DSL Services are provisioned utilizing existing Telephone Company facilities and transported to its backbone network. The services provide for a connection from the Customer Designated Premises to the designated Telephone Company's connection point. Where facilities permit, access from the Telephone Company's DSL connection point will be provided by Special Access.

### 1.2.2. Responsibility and Rights of Telephone Company

Telephone Company will maintain and provision services for the customer up to and including the Network Interface Device ("NID") and advise the customer of necessary equipment to support the services. Telephone Company will not provide services if it is determined that it is not technically feasible over the existing facilities or if it will cause interference issues with the existing services. In emergency situations, Telephone Company will have the right to temporarily interrupt services in order to resolve the issue.

### 1.2.3. Responsibility and Rights of Customer

Customer will have the responsibility of providing compatible Customer Premise Equipment to connect to services; in addition to providing Telephone Company with the necessary information, such as Internet Protocol ("IP") to provision services. Customer is responsible for the payment of all applicable charges for services or facilities provided by Telephone Company to the customer.

Customer understands that services are subject to the condition that customer will not abuse or conduct any fraudulent and/or illegal uses of services.

### 1.2.4. Application

Customer must submit an Application for Services with Telephone Company in order to initiate, change or cancel services. Such Application must include, either written or orally provided: customer name, address, telephone number and if applicable, designated officer or agent.

Upon receiving completed Application, Telephone Company and customer will enter into an agreement that sets forth the specific services that customer is requesting and ordering along with the term discounts.

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### 1.2.5. Charges and Payments for DSL Services

Telephone Company reserves the right to require customer to provide a deposit or letter of credit as a guarantee of the payment of charges for provided DSL Services from Telephone Company. When applicable, deposit will be held by Telephone Company and may be refunded or credited back to customer at any time prior to termination of DSL Services. The deposit does not relieve the customers responsibility for making required payments to Telephone Company. Any and all remaining balances of the deposit will be credited and refunded back to the customer upon termination of DSL Services.

DSL Services will be provided and billed on a month-to-month basis and will continue until canceled by customer or Telephone Company in the form of a written notice. Telephone Company will establish the start date and subsequent monthly billing cycles. Monthly bills will include the charge of providing services, in addition to applicable taxes, fees, surcharges and any other applicable charges. Taxes and Surcharges are established by the Federal, State and Local authorities that require Telephone Company to bill the customer.

Payments will be due by the date listed on customer's monthly bill. If the customer fails to remit payment by listed due date, a Late Charge may be assessed in an amount not to exceed the highest allowed interest rate by State Law on the amount past due. Total amount remaining unpaid plus Late Charges will carry over to the following monthly bill. Late Charges will not be applied to any amount that is being disputed by customer. At Telephone Company's discretion, services may be denied or discontinued due to nonpayment. Upon payment of outstanding balance in full, services will be restored and will be subject to applicable installation (nonrecurring) charges as set forth in Section 3 following and an additional deposit may be required.

In the event of failure of Telephone Company's equipment or facilities that cause an unscheduled disruption of service to the customer for a continuous 48 hours, a Credit of Services will be given to the customer. The Credit of Service allowance will begin from the time the customer notifies Telephone Company of the failure and ends upon the restoration of services and Telephone Company attempts to notify the customer. If the failure is a result of the Customer Premise Equipment (CPE) or Facilities, a Credit of Services will not be allowed, nor will a Credit of Service be given for interruptions of service caused neither by negligence or willful acts of the customer nor by force majeure.

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### 1.2.6. Denial or Termination of DSL Service by Telephone Company

Services may be denied or terminated by Telephone Company without giving notice to the customer and without liability in the event of any of the following events occur:

- a. Willful damage of Telephone Company's equipment, interference with use of Telephone Company's service by other customers; unreasonable capacity demands on Telephone Company's facilities or Services; violation of any statute or provision of law, rule or regulation of State or Federal Regulatory Agency that relates to communications; or any failure of compliance of this Service Guide.
- b. Customer becomes insolvent, subject of formal legal proceeding involving either voluntary or involuntary petition or proceeding in bankruptcy which may result in protection or relief from creditors.
- c. Telephone Company determines any of the provided Services are being used by the customer or its agent for fraudulent or illegal activity.

### 1.2.7. Billing Disputes

Any billing that the customer believes Telephone Company billed in error will need to be brought to Telephone Company's attention within 60 days of the billed date. Any billing that exceeds 60 days will not be considered for any credit or adjustments. Once the customer notifies Telephone Company of the amount in dispute, the customer may withhold payment on the disputed amount pending resolution. Customer will be responsible for all non-disputed charges by remitting payment by the due date as listed on the monthly bill. Telephone Company will research the dispute to determine whether an adjustment or credit is needed or if the dispute is unjustified. Customer will have 15 days to pay any amount that Telephone Company determines to be a valid charge.

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## 2. Digital Subscriber Line (DSL) Service

### 2.1. General Regulations

DSL Services provide transmission services over local exchange service facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between customer designated premises (CDP) and designated Telephone Company DSL Access Service Connection Point.

DSL Services use proprietary equipment to provide high-speed digital Internet access from the Telephone Company's Access Service Connection Point to the customer premises.

### 2.2. Installation

Installation of DSL Services will be from the Telephone Company's Access Service Connection Point to the surge protector located within the Network Interface Device (NID). If the customer requires an adapter that includes a router, hub, firewall, other devices or software, they may purchase it from any third party.

Monthly charges for DSL Services are for the circuit and termination. Network Interface Card (NIC) for the associated hardware or software is not included in the monthly charge.

If the customer requires any special inside wiring, they may contract with the Telephone Company or any third-party provider for that special wiring. Nonrecurring charges include the service order and customer premises visit. They do not include any customer premises wiring charges beyond the Protector.

During Telephone Company promotions or at the Telephone Company's discretion, the installation fee may be waived. Installation (non-recurring) charges are set forth in Section 3 following.

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### 2.3. Early Termination

Each ADSL/SDSL Voice-Data line must be in service for a 6-month minimum commitment period. An ADSL/SDSL Voice-Data line disconnected by the customer prior to satisfying a 6-month minimum commitment period will be assessed an early termination fee as stated in Section 3.1(d).

An early termination fee will not be billed if: 1) a customer requests an ADSL/SDSL upgrade on an unfulfilled 6-month commitment on its original ADSL/SDSL service as long as the customer continues with the upgraded service to fulfill its original 6-month minimum commitment; 2) a customer disconnects as a result of a natural disaster.

### 2.4. Conditions

The following conditions set forth by the Telephone Company are applicable for DSL Services provided by the Telephone Company:

- 2.4.1. The initial and minimum service period is one month.
- 2.4.2. Specified data access rates are the peak upload/download rates available on the local loop segment of the facility. The Telephone Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
- 2.4.3. Availability of the DSL Service is subject to facility limitations, including loop length and other network characteristics.
- 2.4.4. With 30-day notice, the provision of DSL Service may be withdrawn.
- 2.4.5. For any reason that the local exchange line is disconnected, the Telephone Company will automatically disconnect the DSL Service.
- 2.4.6. The Telephone Company has bundling prices available at their discretion.

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## 2.5. DSL Wholesale Pricing Plan

The following conditions set forth by the Telephone Company are applicable for DSL Services provided under the Wholesale Pricing Plan (WPP) by the Telephone Company in addition to the conditions in Section 2.3 preceding:

- 2.5.1. The customer purchases ADSL/SDSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).

The customer will deal directly with its end user customers with respect to all matters pertaining to the service provided, including marketing, sales, ordering installation, maintenance, trouble reporting, repair, billing, and collections. The customer will not direct its end users to contact the Telephone Company for any aspect of the service the customer provides.

- 2.5.2. The customer will submit orders for ADSL/SDSL Access Service to the Telephone Company in a format and manner designated by the Telephone Company.
- 2.5.3. The customer will obtain the appropriate authorization to allow the Telephone Company to provision ADSL/SDSL Voice-Data Access Service over the customer's existing telephone exchange service line.
- 2.5.4. Services provided under the DSL WPP are available at the rates and charges specified in Section 3.1.

## 2.6. DSL Wholesale Pricing Plan Discount

The DSL Wholesale Pricing Plan Discount provides the customer with reduced rates based on the customer's years of service in the Telephone Company's study area. The Telephone Company will establish a discount that will apply to all ADSL/SDSL Access Service lines in the Telephone Company's study area.

Current customers' years of service in the Telephone Company's study area will be grandfathered to establish the discount at the initial implementation of this DSL Service Guide.

When the customer subscribes to the DSL Wholesale Pricing Plan, all in service ADSL/SDSL Access Service lines provided out of and subsequently installed in the Telephone Company's study area will have a discount applied as stated in Section 3.1(c).

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### 3. Rates and Charges

#### 3.1. DSL Wholesale Pricing Plan

- a. Asymmetric Digital Subscriber Line (ADSL) Access Service

##### ADSL Line Charge

Per Voice-Data Option	Monthly Recurring Charge	Nonrecurring Charge
6 Mbps/1 Mbps	\$210.54	\$185.00
10 Mbps/1 Mbps	\$217.42	\$185.00
15 Mbps/3 Mbps	\$262.74	\$185.00
25 Mbps/3 Mbps	\$277.79	\$185.00
50 Mbps/25 Mbps	\$331.62	\$185.00
100 Mbps/50 Mbps	\$407.11	\$185.00
200 Mbps/100 Mbps	\$450.28	\$185.00
500 Mbps/100 Mbps	\$547.28	\$185.00
1000 Mbps/100 Mbps	\$644.31	\$185.00

- b. Symmetrical Digital Subscriber Line (SDSL) Access Service

##### SDSL Line Charge

Per Voice-Data Option	Monthly Recurring Charge	Nonrecurring Charge
256 Kbps	\$139.94	\$185.00
512 Kbps	\$150.00	\$185.00
768 Kbps	\$206.43	\$185.00
10 Mbps	\$217.42	\$185.00
50 Mbps	\$331.75	\$185.00
100 Mbps	\$407.11	\$185.00
200 Mbps	\$450.35	\$185.00
500 Mbps	\$547.35	\$185.00
1000 Mbps	\$644.41	\$185.00

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c. DSL Wholesale Pricing Plan Discount

<u>Years of Service</u>	<u>Discount</u>
0 - 10	0%
11 - 15	25%
16 - 20	50%
21 and beyond	75%

d. Early Termination Fee

ADSL	Voice-Data, per line	\$25
SDSL	Voice-Data, per line	\$25

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